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STATE OF OREGON
STATE HIGHWAY DEPARTMENT

SALEM 10

October 2, 1963

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

City of Elgin
Elgin
Oregon

Gentlemen:

Enclosed please find one fully executed copy of Pole Conduit
~~Line~~ Permit No. 6377, dated October 1, 1963.

This permit covers the location and construction of a buried
electrical cable in conduit upon/~~along~~/across the
Weston-Elgin Highway between/at/near
and
in Union County, and more particularly described as
being between/at Mile Post 40.81, Station 1111+41.4
and Mile Post 20.25, ~~Station--~~ (Jct. Wallowa
Lake Highway).

Very truly yours,

G. W. Ross
Director of Permits

By

John F. Hagemann
John F. Hagemann
Utilities Permit Engineer

Encl.

mg

cc: A. F. Parson
J. B. Bangert

POLE CONDUIT PERMIT

PIPE LINE PERMIT NO.

6377

Q.F.H.

OREGON STATE HIGHWAY COMMISSION
APPLICATION AND PERMIT TO CONSTRUCT A PIPE LINE UPON A STATE HIGHWAY

City of Elgin, Applicant, of
Elgin, Oregon, under the provisions of
ORS 374.305 and 374.325, hereby makes application to the Oregon State Highway Commis-
sion for permission to construct, operate, and maintain pipe line facilities for the
transmission of a buried electrical cable in
conduit Q.F.H. across upon the right of way of
the Weston-Elgin Highway, Union County,
between M.P. 40.81, Sta. 1111+41.4 and Jct. Wallowa Lake Hwy, M.P. 20.25
Highway Ref. Map No. 4B-26-11, as shown on the map or plans attached hereto and
by this reference made a part hereof, said pipe line being further described as follows:

PIPE LINE TO BE CONSTRUCTED LONGITUDINALLY TO SAID HIGHWAY BETWEEN:

Mile Post	Mile Post	Engr's Station to	Engr's Station	Size, Kind of Pipe	Side of Highway	Distance From C/L	Distance From R/W Line
				None			

PIPE LINE TO BE CONSTRUCTED ACROSS SAID HIGHWAY AT:

Mile Post	Engineer's Station	Angle of Crossing	Size and Kind of Pipe
40.84	1112+73	90°	3/4" Conduit

In consideration of the benefits accruing to the applicant by reason of this permit the applicant hereby agrees to comply with all the terms, conditions and provisions set forth herein governing the location, construction, operation and maintenance of the said pipe line.

Date September 12, 1963

Applicant City of Elyria

By M. E. Brown

By _____

GENERAL PROVISIONS

1. THIS PERMIT IS NOT VALID UNTIL SUCH TIME WHEN A FULLY EXECUTED COPY IS FURNISHED THE APPLICANT, NOR SHALL ANY OF THE WORK DESCRIBED HEREIN BE PERFORMED PRIOR TO THAT TIME.
2. The word "Commission" as used herein shall mean the Oregon State Highway Commission.
3. The word "Engineer" as used herein shall mean the State Highway Engineer or his duly authorized representative.
4. The words "pipe line" as used herein shall mean any and all pipe line or lines or other facilities authorized by this permit.
5. The installation, construction and maintenance of the said pipe line is subject to the paramount control of the legislature over the said highway, and no right or privilege herein granted shall be deemed or construed to be beyond the reach or authority of the legislature to control the said highway, and the applicant in acting under this permit does so knowing that the rights and privileges granted herein may at any time be defeated or abrogated by legislative act.
6. If at any time, in the opinion of the Commission, or Engineer, the presence of the said pipe line is detrimental to the public use and interest in the said highway or to the proper repair, maintenance, or reconstruction of same, or if in order to better serve the public with an improved highway it becomes necessary to reconstruct, widen, improve or relocate the said highway across or along the right of way on which the applicant has located a pipe line pursuant to this permit, and it becomes necessary in order to accomplish any of the above-mentioned purposes for the said pipe line to be removed or relocated, the Engineer shall give written notice to the applicant to remove or relocate the said pipe line.
7. The applicant shall, upon receiving the said written notice to remove or relocate the said pipe line, within ten (10) days, make arrangements for the prompt removal or relocation of the said pipe line, at his sole cost, in accordance with the said written notice and instructions received from the Engineer, and the applicant shall, before commencing any work to remove or relocate the said pipe line, furnish such insurance and post such bond as the Engineer may consider necessary at that time, under the provisions of Paragraph 13 and 14.

8. The applicant agrees that, in the event that he fails, for any reason, to remove or relocate the said pipe line in compliance with the said written notice and instructions from the Engineer, that the Engineer or his duly authorized representative may turn off any gas or liquid that is being conveyed by the said pipe line and may remove or relocate the said pipe line to the new location designated by the Engineer. The applicant further agrees that, upon the completion of the said removing or relocating of the said line by the Engineer, and upon receiving a statement from the Engineer as to the cost of removing or relocating of the said pipe line, he will immediately, or within a period of time to be agreed upon between the applicant and the Engineer, pay to the Commission the full amount of said removing or relocating costs that have been incurred by the Commission. The applicant further agrees that, in the event that he fails, as provided in this paragraph, to pay the said costs incurred by the Commission for the removing or relocating of the said pipe line, covered by this permit, and it becomes necessary for the Commission to commence an action or proceeding in a court of competent jurisdiction to recover the said removing or relocating costs that the Commission shall be entitled to recover in addition to the statutory court costs and disbursements, such additional sum as the court may adjudge reasonable for attorneys' fees to be allowed in such action or proceeding.
9. It is further understood and agreed that, in the event it becomes necessary for the Engineer to turn off the gas or liquids conveyed in said pipe line in order to remove or relocate the said pipe line covered by this permit, as set forth in Paragraph 7 hereof, that neither the State, the State Highway Commission, its Engineer or any of its officers, agents, or employees, shall be liable either personally or officially for any damage or injury sustained thereby, either to the applicant, consumers or patrons, or persons to whom the applicant owes a responsibility or liability, and that the applicant will indemnify and hold harmless the State, the Commission, and its Engineers, officers, employees, and agents, from any such claims for damages or liability.
10. If, for any reason, it becomes necessary in the judgment of the Commission or its Engineer to disconnect the said pipe line or any section thereof for the purpose of repairing the said highway, or any work or improvement thereon, or if the said highway is being damaged or injured by reason of the presence of the said pipe line or the seepage of gas or any liquid therefrom, the Engineer may give the applicant ten (10) days written notice to turn off the gas or liquid, and should the said applicant fail and neglect to do so, then the Engineer may turn off the gas or liquid and disconnect the said pipe line, and by so doing neither the State, the Commission, its Engineer or other officer, agent or employee shall be liable either personally or officially for any damage or injury sustained thereby, either by the said applicant, consumers, patrons, or persons to whom the applicant owes a responsibility or liability.
11. It is understood and agreed that the Commission, its Engineer, officers, agents or employees shall not be held responsible or liable for injury or damage that may occur to the said pipe line or any connection or connections thereto by reason of any construction or maintenance operations that may be carried on by or under the direction of either the said Commission or any duly authorized representative of the said Commission, or by any person constructing or installing, maintaining, repairing, operating, or using any facility pursuant to a permit or permit agreement either heretofore or hereafter issued by the Commission or Engineer.

12. The applicant shall indemnify and hold harmless the State, the State Highway Commission, the members thereof, and all officers, employees or agents of the State or the State Highway Commission, against any and all damages, claims, demands, actions, causes of action, costs and expenses of whatsoever nature which may result from any injury to or the death of any persons, or from the loss of, or damage to, property of any kind or nature, including the highway and highway facilities or structures, property or equipment used or owned by the State or the State Highway Department, and facilities such as wires, lines, poles or pipe lines, which now or may hereafter occupy the right of way of the said highway, when such injury, death, loss or damage is due to the existence of the said pipe line, or to the construction, installation, maintenance, repair, removal, relocation, operation or use thereof, or to the contents therein or therefrom.
13. The applicant or his contractor shall obtain and carry, for the period of time required for the complete installation of the said pipe line, including the repair and restoration of the highway facilities, and also during such periods of time when future maintenance may be performed upon the said pipe line, a liability and property damage insurance policy or policies providing for coverage against any claim, demand, suit, or action for property damage, personal injury, or death resulting from any activities of the applicant, his officers, employees, agents or contractors in connection with the construction or installation of the said pipe line and the repair and restoration of the highway facilities, and the said policy or policies, in addition, shall include as named insureds the State of Oregon, the Commission and members thereof, its officers, agents and employees, except as to claims against the applicant, for personal injury to any members of the Commission or its officers, agents, and employees, or damage to any of its or their property. The said insurance shall provide coverage in the following amounts: \$50,000 for property damage resulting from any single occurrence, and \$100,000 for the death or injury of any person, subject to a limit of \$200,000 for injuries or deaths resulting from any single occurrence. The said insurance policy or policies shall be in an insurance company duly authorized and licensed to do business in the State of Oregon. A copy of the policy or policies, or a certificate evidencing same, shall be submitted to the Director of Permits, Oregon State Highway Department, Salem, Oregon, and approved by him before any work is commenced under this permit.
14. To assure compliance with the terms, conditions and obligations of this permit, the applicant or his contractor shall furnish for the period of time required for the complete installation of the said pipe line, including the repair and restoration of the highway facilities, and also, during such periods of time when future maintenance may be performed upon the said pipe line, a bond or cash deposit in the amount of \$ _____. If a bond is furnished, it must be written by a surety company duly qualified and licensed to do business in the State of Oregon and in a form satisfactory to the Engineer. No work shall be commenced under this permit until the said bond has been submitted to and approved by, or the said cash deposit has been received by the Director of Permits, Oregon State Highway Department, Salem, Oregon.
15. It is hereby agreed that, to insure compliance with the terms and conditions of this permit, the State reserves the right to place an inspector on the job during such periods as the Engineer deems necessary, to inspect and check the compliance with the terms of this permit by the applicant or its agents, and require the applicant to correct all deviations from those terms and conditions. In the

event said inspector is used, the State will bill the applicant for the actual expense of keeping the said inspector on the job during such periods as are deemed necessary by the Engineer, and the applicant shall pay such billings within ten (10) days of the submission of the said bill. It is expressly understood that the presence of the said inspector on the job during the construction of the said pipe line does not relieve the applicant of responsibility for repair of any defects to the State Highway facility caused by the said pipe line construction which may show up after the completion of the construction.

16. The applicant shall submit with his application prints of a satisfactory map or plan showing in complete detail the location of his proposed facility as described herein. Four prints of the map or plan are normally required. One additional print is necessary if the section of highway involved is located within the boundaries of a National Forest; two additional prints are necessary if the highway is designated as an Interstate Route.
17. The applicant shall employ any and all methods in the construction of the said pipe line which the Engineer may require in order to properly protect the highway from damage both during the construction of the said pipe line and subsequent to its completion.
18. Any supervision or control exercised by the Engineer shall in no way relieve the applicant from any duty or responsibility to the general public nor shall such supervision or control relieve the said applicant from any liability for loss, damage, or injury to persons or property sustained by reason of the installation, maintenance, or repair of the said pipe line, or in the removal or relocation thereof as hereinafter provided, nor of the applicant's liability for any damage to the said highway.
19. The entire cost of installing the said pipe line, including the cost of materials, trenching, laying, backfilling, supervising and inspecting, and any other expense whatsoever incident thereto, is to be paid by the said applicant. The applicant shall, in addition, reimburse the Commission for any and all expenses that they may incur in connection with the said installation. The reimbursement to the Commission shall be made by the said applicant within ten (10) days after receiving a statement therefor from the Engineer.
20. The applicant shall so conduct his operations that there will be no interference with or interruption of traffic upon and along the highway unless and until such time a plan for the satisfactory handling of the traffic at the place concerned has been worked out and approved by J. B. Bangert District Maintenance Superintendent located at P. O. Box 850, Oregon.
21. Closure of intersecting streets, road approaches or other access points will not be permitted. Upon trenching across such facilities, the applicant shall utilize steel running plates, planks or other satisfactory methods for traffic entering or leaving the said highway or adjacent properties.
22. During the installation or construction of the said pipe line, and during any future repair, removal or relocation of the said pipe line, the applicant shall at all times maintain such flagmen, signs, lights, flares, barricades and other safety devices as the Engineer may deem necessary to properly protect traffic

upon the said highway, and to warn and safeguard the public against injury or damage resulting from the operations of the said applicant. The applicant shall maintain watchmen to maintain such facilities during non-work hours, and the Engineer, if so requests, shall be furnished the telephone numbers and/or addresses of such watchmen.

23. Trenching or tunneling nearer than ten (10) feet from either edge of the surfaced portion of the highway or cutting and digging up of the paved or macadamized portion of the highway will not be permitted, unless special permission is first obtained from the Engineer.
24. Where the said pipe line crosses under the surfaced portion of the highway, the said pipe line shall either be driven or placed in a hole bored under the surfacing for that purpose, the diameter of which hole shall not exceed the outside diameter of the pipe to be placed therein, unless special permission is obtained from the Engineer to cut the improved portion.
25. No trench shall be excavated with a top width in excess of eighteen (18) inches more than the outside diameter of the pipe to be installed, unless special permission is first obtained from the Engineer.
26. At no point shall the top of the pipe line be less than thirty (30) inches below the grade of the highway or beneath the surface of the ground at that point, if the ground be lower than the grade of the highway.
27. The backfilling of all trenches and tunnels must be accomplished immediately after the pipe line has been placed therein and must be well tamped and fully compacted so as to allow the least possible amount of subsequent settlement. All debris, refuse and waste of all kinds which may have accumulated upon the highway right of way by reason of the operations of the applicant must be removed immediately upon completion of the said operations, and the said highway right of way must be restored to at least as good condition as it was prior to such operations. All work in connection with the said pipe line construction must be done in a neat and workmanlike manner and under the general supervision of the Engineer whose decision shall be final with respect to any of the conditions, terms, stipulations and provisions of this permit.
28. The said applicant shall at all times keep the said pipe line free from leaks and in good state of repair so that no damage or injury will be done to the said highway.

GENERAL PROVISIONS APPLICABLE WHEN SPECIAL PERMISSION IS GRANTED TO OPEN CUT HIGHWAY SURFACE OR WHEN PIPE LINE IS LOCATED WITHIN THE ROADBED SECTION.

29. The trench edges in paved areas shall be sawed or cut to neat lines by methods satisfactory to the Engineer before starting to break the pavement slab.
30. In trenching across the highway only one-half ($1/2$) of the paved surface is to be opened up at one time, and that portion of the said pipe installed and completely backfilled before the remaining portion is installed.

31. Immediately after the pipe has been placed the trench shall be backfilled by
- (☒) replacing the excavated materials
 - () placing imported granular materials of a type and quality satisfactory to the Engineer
- in layers, each of which shall not exceed six (6) inches in depth and each of said layers shall be thoroughly compacted by mechanical tamping before additional layers are placed. The top twelve (12) inches of backfill shall be composed of crushed rock or gravel material of a quality and such sizes as the Engineer may designate.
32. The paved surface shall be patched with asphaltic concrete mix conforming to State Highway Standard Specifications and placed in a manner satisfactory to the Engineer in all respects.
33. For a period of one year following the patching of the paved surface, the applicant shall be responsible for the condition of said pavement patches, and during that time shall, upon request from the Engineer, repair to the Engineer's satisfaction any of said patches which become settled, cracked, broken or otherwise failed.

SPECIAL PROVISIONS

34. It is expressly provided by this permit that the applicant shall not have or gain direct access, either ingress or egress, to any of the said pipe line locations herein described from the main traveled way of the said highway or its on-off ramps, and that access to said pipe line from the main traveled way or on-off ramps of said highway is absolutely prohibited, either by vehicle or foot.
35. a. (☒) The pipe line is not located within the boundaries of a National Forest.
b. () The pipe line, or a portion thereof, is located within the boundaries of the _____ National Forest and, considering that the State of Oregon does not generally have any further rights across National Forest land than an easement for highway purposes, this permit extends only to such rights as the State of Oregon has acquired and may therefore properly give. For National Forest lands where the utility constitutes a servitude on the property of the United States in addition to the rights of the State of Oregon, a permit from the Forest Service must be obtained before occupancy of the highway right of way may begin. A copy of this permit is being furnished the Regional Forester, Box 4137, Portland 8, Oregon, as all or a portion of the rights of way it covers is within the exterior boundaries of a National Forest. Unless the applicant has conclusive evidence that the rights of the United States in any National Forest land crossed by the highway right of way will not be invaded by the utility covered by this permit, application for a permit should be made to the Supervisor of the National Forest in which the utility is to be located.
36. Paragraphs 29 - 33 - 34 - 13 of the foregoing do not apply to this permit.
37. **The pavement surface will be patched by the City of Elgin with mix conforming to State Highway standard specifications and will be placed in a manner that is satisfactory to the District Maintenance Superintendent.**

SPECIAL PROVISIONS - Cont.

38- In all cases where the words "pipe" or "pipe line" appear through this permit, same shall be understood to mean underground power cable in conduit. J.74

This permit shall be in effect for a period of twenty-five (25) years from and after the date hereof, unless sooner revoked by mutual consent or by the State Highway Engineer, for the failure of the applicant to abide by the terms and conditions of this permit, or by operation of the law.

The application of _____ for a permit to locate, construct, maintain and operate said pipe line upon the right of way of said highway at the foregoing described location is approved, and a permit is hereby granted subject to and upon the foregoing terms, conditions, provisions and not otherwise.

Dated this Oct. 1, 1963.

Recommended for Approval:

OREGON STATE HIGHWAY COMMISSION

J. H. Knight
District Maintenance Superintendent

By J. H. Macover
Assistant State Highway Engineer

Approved by A. J. Paxson
Division Engineer

AVE

ST.

ST.

UNION PACIFIC

Joseph Branch

Warehouse

Store

NP 40.84
Sta 1112+73

1112+97.9 P.O.T.

Wagon - Elgin Hwy.

ST.

Total distance between Conc. Monuments, E

1110

Store

ST.

FRONT WALLOWA LAKE HIGHWAY